# ARTICLE 6: AWARD AND PROJECT FINANCIAL INFORMATION

## 6.1 Award Amount

Agreement Federal Funds: $[Insert the total amount of Federal funds obligated under this Agreement.]

*Instructions: If the award is a phased funding agreement, also include:*

Contingent Commitment: $[insert the total amount of Contingent Commitment in Table 6-D: Contingent Commitment by Fiscal Year]

## 6.2 Federal Obligation Information

Federal Obligation Type: [Single or Phased]

## 6.3 Federal Authorization and Funding Source.

Authorizing Statute: [insert statute]

Appropriation: [insert appropriation including fiscal year]

## 6.4 Funding Availability

Program funding that is obligated under this Agreement remains available until [insert “expended” or the date certain after which funding is no longer available].

## 6.5 Approved Project Budget

The estimated total Project cost under this Agreement is $[insert amount of total Project cost estimate].

FRA will contribute a maximum of [percent amount] percent of the total Project cost, not to exceed the Agreement Federal Funds in Section 6.1 of this Attachment 2. FRA will fund the Project at the lesser amount of the Agreement Federal Funds or the FRA maximum contribution percentage of total Project costs.

The Recipient will contribute $[insert amount] in Agreement Non-Federal Funds. Recipient’s Agreement Non-Federal Funds are comprised of [insert whether the Recipient is contributing cash contributions and the amount, in-kind contribution and the value, or a combination of both].

The Recipient will complete the Project to FRA’s satisfaction within the Approved Project Budget, subject to Article 5 of Attachment 1 of this Agreement.

*Instructions: Complete Tables 6-A and 6-B to identify the Approved Project Budget by Task and by Source. Remove any rows or columns that are not applicable or note in the table that those rows/columns are not applicable. Both tables may need to be modified or expanded for more complex projects, or, for example, to identify more than one source of non-Federal funds.*

**Table 6-A: Approved Project Budget by Task**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Task #** | **Task Title** | **Agreement Federal Funds** | **Agreement Non-Federal Funds** | **[Other Federal Funds]** | **[Other Non-Federal Funds]** | **Total** |
| 1 | Project Administration and Management | $ | $ | $ | $ | $ |
| 2 |  | $ | $ | $ | $ | $ |
| **Total** | | **$** | **$** | **$** | **$** | **Total Project Cost:**  **$** |

**Table 6-B: Approved Project Budget by Source**

|  |  |  |
| --- | --- | --- |
| **Funding Source** | **Total Amount** | **Percentage of Total Project Cost** |
| **Federal Share** | $ | % |
| Agreement Federal Funds | $ | % |
| [FRA Grant Program] | $ | % |
| [Source 2] | $ | % |
| [Other Federal Funds] | $ | % |
| [Source 1] | $ | % |
| [Source 2] | $ | % |
| **Agreement Non-Federal Funds** | $ | % |
| [Source 1] | $ | % |
| [Source 2] | $ | % |
| **[Other Non-Federal Funds]** | $ | % |
| [Source 1]  [Source 2] | $ | % |
| $ | % |

## 6.6 Pre-Award Costs

*Instructions: If the Recipient has not incurred advance or pre-award costs, include the following:*

None. Consistent with 2 C.F.R. part 200, costs incurred before the date of this Agreement are not allowable costs under this award. FRA will neither reimburse those costs under this award nor consider them as a non-Federal cost-sharing contribution to this award.

*Instructions: If the Recipient has incurred advance or pre-award costs for the Project consistent with 2 C.F.R. part 200, include and complete the following:*

On [insert date], FRA provided pre-award authority for cost incurrence for the following costs for the Project in response to Recipient’s request:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Task #** | **Task Name** | **Agreement**  **Federal Funds** | **Agreement**  **Non-Federal**  **Funds** | **Total Cost** |
| 1 |  | $ | $ | $ |
| **Total** | | **$** | **$** | **$** |

The above pre-award costs were necessary for efficient and timely performance of the scope of work and were incurred directly pursuant to the negotiation and in anticipation of this Agreement.

## 6.7 Phased Funding Agreement

*Instructions: If this Agreement is not a phased funding agreement, include the following:*

Not applicable.

*Instructions: If this Agreement is a phased funding agreement, include the following:*

This Agreement is a phased funding agreement under 49 U.S.C. § 24911(g)(2). The maximum amount of Federal financial assistance ((49 U.S.C. § 24911(g)(2)(B)(ii)) for the Project will not exceed the maximum Federal share (80 percent) of the total costs of the Project (49 U.S.C. § 24911(f)(2)).

The total amount of funds that may be obligated under this Agreement is $[insert amount], which is the sum of the Agreement Federal Funds and the Contingent Commitment identified in Section 6.1 of this Attachment 2.

This Agreement obligates the Agreement Federal Funds, which is the same as the total amount of funds described in Table 6-C: Obligation by Fiscal Year. Through this Agreement, FRA agrees to obligate the Contingent Commitment pursuant to the terms in Section 6.7. FRA scheduled and allocated the Contingent Commitment as described in Table 6-D: Contingent Commitment by Fiscal Year.

This Agreement does not obligate Federal funds, other than the Agreement Federal Funds identified in Section 6.1 of this Attachment 2. The Contingent Commitment is not an obligation of the Government.

Under this phased funding agreement, the Recipient may incur costs for eligible activities as is reasonably necessary to advance the Project prior to obligation of the Contingent Commitment, without prejudice to future reimbursement of the costs, to the extent that such costs are incurred in accordance with all applicable Federal requirements and this Agreement.

To request that FRA obligate the scheduled portion of the Contingent Commitment as described in Table 6-D, the Recipient will request an amendment to this Agreement as provided in Article 15 of Attachment 1 of this Agreement. The Recipient will not request such an amendment more than once every 12 months. Such amounts are subject to the terms and conditions of this Agreement upon obligation.

Unless otherwise determined by the Administrator, FRA’s obligation of all or portions of the Contingent Commitment is subject to the availability of Federal funds, program authority, and FRA’s determination of satisfactory performance by the Recipient under this Agreement. In assessing performance, FRA will consider whether:

(a) the Recipient is in compliance with the terms and conditions of this Agreement;

(b) the Recipient confirms that all statements and representations made in the Federal System for Awards Management, in the Application, and in this Agreement are true and correct as of the request to obligate contingently committed funds; and

(c) FRA has not terminated this Agreement under Article 10 of Attachment 1 of this Agreement nor provided notice of intent to terminate under Article 9 of Attachment 1 of this Agreement.

*Instructions: Table 6-C identifies the amounts obligated by fiscal year and the total amounts obligated under this Agreement. Table 6-D identifies the anticipated allocation of contingent commitment by amount and fiscal year of anticipated appropriation. As funds are obligated and this Agreement is amended, the amount and fiscal year should be removed from Table 6-D and added to Table 6-C.*

**Table 6-C: Obligation by Fiscal Year**

|  |  |
| --- | --- |
| Fiscal Year of Funding Source | Amount |
| 2022 | [$XXX] |
| Total | [$XXX] |

**Table 6-D: Contingent Commitment by Fiscal Year**

|  |  |
| --- | --- |
| Fiscal Year of Appropriation | Amount |
| 2022 | $0 |
| 2023 | [$XXX] |
| 2024 | [$XXX] |
| 2025 | [$XXX] |
| 2026 | [$XXX] |
| Total | [$XXX] |

Pursuant to 49 U.S.C. § 24911(g)(2)(C), if the Recipient does not carry out the Project for reasons within control of the Recipient, the Recipient will repay all Federal grant funds awarded for the Project from all Federal funding sources, for all Project activities, facilities, and equipment, plus reasonable interest and penalty charges allowable by law or established in this Agreement. For the avoidance of doubt, this clause does not restrict or otherwise limit FRA’s ability to act under Article 9 or 10 of Attachment 1 of this Agreement.